



Community Use of Public Facilities

MONTGOMERY COUNTY INTERAGENCY COORDINATING BOARD

Revised July 7, 2022

Conditions of Use Applicable to All Facilities Regarding Reservation Fees, Payments, Modifications, Cancellations, and Refunds

These Conditions of Use (COU) apply to all Reservation Fees, Payments, Modifications, Cancellations, and Refunds at all facilities permitted by the Montgomery County Maryland Office of Community Use of Public Facilities (CUPF).

In accordance with the [Facility Use License Agreement \(FULA\)](#) the user must not proceed with the activity until the User has read and agreed to the Conditions of Use applicable to the requested facility.

1. **Fees, General.** All individuals and organizations must pay for the use of public facilities as CUPF is non-tax supported and reimburses MCPS and the County for the cost impacts of community use. The [fee schedules](#) posted on the CUPF website and as integrated within the ActiveMONTGOMERY online reservation software adhere to the County's fiscal policies which requires for profit and out of County individuals and organizations to pay a higher fee.
2. **Financial Obligation.** By submitting a reservation, User is making a financial obligation on behalf of themself, and where applicable, an organization in which they represent.
3. **Review of Fees Assessed Online.** Fees generated by ActiveMontgomery in a reservation are preliminary and may be updated based on tax status or use, upon review by CUPF staff, and in rare cases the reservation could be canceled.
4. **Commitment.** By submitting a reservation, User agrees to pay for the charges assessed on an approved reservation even if User or the organization they represent do not use the facility unless written request for cancellation is submitted in a timely manner, in which case User will only pay the applicable cancellation fees. Failing to use the facility does not remove the charges assessed. User agrees not to submit a reservation to secure space for the sole purpose of a cost estimate or availability and agrees to make full payment prior to use of the space.
5. **Payment, General.** For general use, payment is due at the time of reservation. If qualified for a payment plan under [Priority VI Use High Volume](#), facilities or event types specified herein with other terms, or other [Conditions of Use](#), User agrees to make payments on-time as scheduled.
6. **Account Balance.** User is responsible for regularly checking the balance on the ActiveMONTGOMERY account and making payment per the Agreement; User further agrees that any additional charges incurred are due immediately.
7. **Cancellation and Modification, General.** Unless specified otherwise herein or in a separate Conditions of Use (COU) related to a specific facility or event/activity type, all requests for cancellation of a permit in its entirety or cancellation of a specific date or set of dates on a permit, the following conditions apply:
 - A. Modifications and Cancellations must be submitted in writing via the [Reservation Amendment Form](#) on the CUPF website.
 - B. Cancellations will incur the following fees:
 - i. 10 or more business days' notice: \$25.00 fee, remaining charges refunded;
 - ii. less than 10 business days: all fees will be retained.
8. **Payment, Modification, and Cancellation, Large Events at School Facilities and Other Government Buildings.** The payment, modification, and cancellation policy including applicable fees for Large or Special Events in School buildings, Stadiums, School Athletic Fields, and Government Buildings, *except the Silver Spring Civic Building and Veterans Plaza*, is as follows:

- A. CUPF will collect a \$250.00 application fee (down payment) at the time of application; this fee will be applied to the total cost of the permit and not an additional charge to the permit.
 - B. Payment: Upon approved reservation, half of the total permit cost is due within 14 days; the remaining balance is due 90 days prior to the event start date.
 - C. Modifications and Cancellations.
 - i. Must be submitted in writing via the [Reservation Amendment Form](#) on the CUPF website;
 - ii. Changes/ modifications may not be made to the permit(s) within 10 days of the event except as may be allowed in the terms of the FULA.
 - iii. Modifications will incur a \$25.00 fee in addition to any additional charges for facility use, equipment, or staff.
 - iv. Cancellations will incur the following fees:
 - a. 46 days' notice or more: \$50.00 cancellation fee;
 - b. 45-30 days' notice or more: \$250.00 cancellation fee;
 - c. 10-29 days' notice: 50% of facility charges;
 - d. less than 10 business days' notice: 100% of the facility and staff charges;
 - e. any separate equipment fees and or extra staff charges will be refunded;
 - f. a special event can be re-scheduled one time with at least 30-days' notice; however, the confirmation fee will be retained.
9. **Payment, Modification, and Cancellation, Silver Spring Civic Building and Veterans Plaza.** The payment, modification, and cancellation policy including applicable fees for the Silver Spring Civic Building and Veterans Plaza is as follows:
- A. Great Hall and Veterans Plaza:
 - i. CUPF will collect a \$250.00 confirmation fee (down payment) at the time of application; this will be applied to the cost of the permit and not an additional charge to the permit;
 - ii. Payment: Upon approved reservation, half of the total permit cost is due within 14 days; the remaining balance is due 90 days prior to the event start date;
 - iii. Modifications and Cancellations must be submitted in writing via the [Reservation Amendment Form](#) on the CUPF website.
 - a. Modification: modifications will incur a \$25.00 fee in addition to any additional charges for facility use, equipment, or staff.
 - b. Cancellations of the Great Hall or Veterans Plaza will include a portion of the facility fee being retained in addition to the confirmation fee being retained as follows:
 - i) 60+ calendar days' notice: \$250.00 confirmation fee;
 - ii) 46-59 calendar days' notice: 25% of facility charges;
 - iii) 30-45 calendar days' notice: 50% of facility charges;
 - iv) 15-29 calendar days' notice: 100% of facility charges;
 - v) 14 or less calendar days' notice: 100% of facility and staff charges;
 - vi) a special event can be re-scheduled one time with at least 30-days' notice; however, the confirmation fee will be retained.
 - B. All other facilities:
 - i. Payment is due at time of reservation. Non-profit organizations booking a consistent pattern of use (same room/time/day), with renewable durations of 6 months or more, and charges amounting to more than \$250.00 per month may request a monthly payment plan.
 - ii. Modifications and Cancellations must be submitted in writing via the [Reservation Amendment Form](#) on the CUPF website.
 - iii. Cancellations will include a portion of the facility fee being retained in addition to the confirmation fee being retained as follows:
 - a. more than 10 business days: \$25.00 fee, remaining charges refunded;
 - b. between 5-10 business days: all facility fees will be retained, additional fees for equipment and staff will be refunded;
 - c. less than 5 business days: all fees will be retained.
 - C. Rain credits will be issued for outdoor spaces for steady rain throughout most of the scheduled period if the event cannot be rescheduled, as follows:
 - i. Courtyard: 75% credit will be refunded;
 - ii. Veterans Plaza: full refund, less 50% of confirmation fee.
10. **Emergency Cancellation Credits.** If CUPF cancels community use due to inclement weather, public health, or any other emergency situation, a full refund will be issued without User group needing to contact CUPF.

11. **Rainout Credits, Outdoor School and Recreation Facilities permitted by CUPF.** All refund requests for Natural Grass Athletic Field, Tennis Court, and Outdoor Basketball Court use cancelled due to inclement weather must be submitted to cupf@montgomerycountymd.gov in a sortable spreadsheet identifying the permit reservation number, the date of each rainout, and the specific facility location within 15 days of the end of each scheduling period. Refer to the FULA and facility-specific Conditions of Use regarding automatic cancellation of Natural Grass Athletic Turf Fields and Synthetic Turf Athletic Fields during inclement weather such as extreme heat or rainfall. Requested refund dates and times are verified by rainoutline.com data and other weather tracking record databases.
12. **Additional Fees and Charges.** User is responsible for any additional charges resulting from use of a public facility to include damages, access before the reservation time, late departure, use of unreserved areas, additional clean-up, or violation of the Conditions of Use (COU) and or the Facility Use License Agreement (FULA), including any and all applicable fines, fees, and penalties.
13. **Collections.** If User does not submit payment(s) when due or if the credit card or check cannot be transacted, User is still responsible for the charges; outstanding balances will be referred to the Montgomery County Attorney Office for collection.
14. **Refunds.** Unless otherwise agreed, CUPF will issue approved refunds to the original form of payment within 30 days of transaction being processed.

Did you know that CUPF offers assistance with paying your facility fees?

Maryland-based non-profits may be eligible for a subsidy to assist with covering some or all of facility fees on permits issued by CUPF. Please visit the links below for more information.

- Silver Spring Civic Building Community Access Program:
<http://www.montgomerycountymd.gov/cupf/info-reservation/sscb.html>
 - Facility Fee Assistance Program:
<http://www.montgomerycountymd.gov/cupf/info-other/Subsidy.html>
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